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99-00743

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OCT 8 PM 1 22

October 7, 1999

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DONALD C. WOOD
OF COUNSEL

VIA FEDERAL EXPRESS

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Knoxville Information and Referral, Inc.
Petition for Allocation of an N11 Number

Dear Mr. Waddell:

Enclosed for filing is the Petition of Knoxville Information and Referral, Inc. which is submitted to request allocation of an N11 number. If, upon review, a determination for additional information is made, please advise me, and we will respond as quickly as possible.

I have confirmed with Ben Landers, President of the United Way of Greater Knoxville, that he forwarded to your attention the \$25.00 filing fee on October 1, 1999. If your records do not confirm receipt of the fee, please advise me, and I will immediately forward our firm check to your attention.

A copy of this letter and a copy of the front page of the Petition is enclosed, please date stamp them upon filing and return to me in the enclosed self-addressed envelope.

Thank you for your assistance in this matter. If you have any questions or comments, please contact me.

Sincerely,



Charles M. Finn

CMF/rk
Enclosure

cc: Robert E. McDonald, Jr., M.D., President
Knoxville Information and Referral, Inc.

FILE

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)
)
PETITION OF KNOXVILLE)
INFORMATION AND REFERRAL, INC.)
FOR ALLOCATION OF AN N11 NUMBER)
(ABBREVIATED DIALING CODE))

Docket No. 99-00743

**PETITION FOR ALLOCATION OF AN N11 NUMBER
SUBMITTED BY KNOXVILLE INFORMATION AND REFERRAL, INC.**

COMES KNOXVILLE INFORMATION AND REFERRAL, INC.

("Petitioner"), by and through counsel, and for its Petition for allocation of an N11 abbreviated dialing code, submitted to the Tennessee Regulatory Authority ("TRA") pursuant to BellSouth Telecommunications, Inc. General Subscriber Services Tariff, § A39.1.2A (the "Tariff"), states and submits the following:

I. INTRODUCTION

Petitioner is a duly qualified and authorized Tennessee non-profit corporation. Petitioner has submitted Form 1023 to the Internal Revenue Service to acquire federal tax exempt status pursuant to § 501(c)(3) of the Internal Revenue Code. Petitioner anticipates that its federal tax exempt status will be granted shortly, and likely prior to the current year end.

A. Petitioner will serve Knox County and its contiguous counties to provide free information and referral guidance to people in need of social services and other assistance from a centralized source.

FILE

B. Petitioner will help relieve some of the strain on Knox County's E911 emergency services, which presently receives approximately two hundred thousand (200,000) non-emergency calls per year. Attached hereto and marked collective Exhibit A are letters written by Phil Keith, Chief of the Knoxville Police Department, and Tim Hutchinson, Sheriff of Knox County, offering support of the practical benefit to the law enforcement agencies and E911 services.

C. There are hundreds of community service agencies located in Knox County and its surrounding counties, but these agencies are not always able to deliver their valuable services because people in need are not fully apprised of where or how to access them. A single comprehensive referral and information service, such as Petitioner, utilizing an abbreviated dialing code, will eliminate this confusion and provide assistance to vulnerable people in crises who are not able to effectively obtain the information, and thus the services, on their own.

D. Initially, Petitioner will employ two (2) employees, an Executive Director and a Resource Director. Additional employees will be hired on an as-needed basis.

II. AUTHORITY SOUGHT

Pursuant to the Order issued by the Tennessee Public Service Commission ("TPSC") dated October 20, 1993, Petitioner seeks allocation of the 211 abbreviated dialing code for the Knoxville area, as more particularly described in the Tariff. Petitioner is aware that the TRA, on April 1, 1999, authorized the allocation of the 211 abbreviated dialing code to National Telephone Enterprises ("NTE") pursuant to its Petition, identified by Docket #98-00554, a copy of which, along with the Order entered June 22, 1999, are attached hereto for convenience, and marked collective Exhibit B. Upon information and belief, however, it is the understanding of

Petitioner that NTE did not initiate a service request order for the 211 abbreviated dialing code prior to May 1, 1999, nor has NTE done so to date. Moreover, NTE has failed to establish service utilizing the 211 abbreviated dialing code prior to July 1, 1999, ninety (90) calendar days after the date of the subscriber assignment -- April 1, 1999. Accordingly, Petitioner submits that, pursuant to § A39.1.2B of the Tariff, the 211 abbreviated dialing code should be recalled, and that the 211 abbreviated dialing code should be considered available for reassignment pursuant to § A39.1.2A of the Tariff. Alternatively, should the 211 abbreviated dialing code be unavailable for any reason, Petitioner requests allocation of an alternative N11 abbreviated dialing code, and respectfully requests 511.

III. TENNESSEE REGULATORY AUTHORITY CRITERIA

Pursuant to the TPSC Order dated October 20, 1993, Docket #92-13892, Petitioner submits the following information:

A. **Overall Financial Fitness.** Petitioner has received funding from Covenant Health Systems in the sum of \$224,857.18; and Petitioner expects to receive substantial contributions from other Knoxville area hospital systems. In addition, Petitioner has formed an affiliation with the United Way of Greater Knoxville which has pledged \$50,000 a year for the next two (2) years, which has also agreed to fund all fees necessary to utilize and maintain an N11 abbreviated dialing code. Petitioner anticipates the receipt of additional funding from both the City of Knoxville and Knox County. As a non-profit company, the Petitioner will also solicit contributions from private and corporate donors. Photocopies of Petitioner's proposed first and second year budgets are attached hereto, made part hereof and marked collective Exhibit C.

B. Technical Ability and Willingness to Provide Service on a Permanent and Continuous Basis. Petitioner expects to contract with Park Med, P.C. ("Park Med"), a for profit corporation which operates in Knoxville to provide hospital-based clinical services, that include radiology and teleradiology services, emergency medicine, hospital program, anesthesia and pediatric services. Park Med also provides 24 hour on-call nurses for telephone triage and medical follow up. Park Med will provide Petitioner the call center component necessary to deliver 12-hour a day, 7 days per week, information and referral services. Eventually, if demand warrants, Park Med has the capacity to provide 24-hour, 365 days a year coverage. Park Med employees will process calls pursuant to guidelines established by Petitioner. Park Med will work with Petitioner to establish and maintain the professional delivery of high quality information and referral services to the community. Park Med will provide regular reports to the Executive Director and Board of Directors of Petitioner. A copy of the proposed contract to be entered into by and between Petitioner and Park Med is attached hereto, made part hereof and marked Exhibit D.

C. Ability and Willingness to Abide by TPSC Rules and Policies. Petitioner, through its directors, officers and advisors has reviewed and is familiar with the rules, regulations and guidelines promulgated by the Tariff, and the applicable rules promulgated by the TRA, as both applying to N11 abbreviated dialing code service. Petitioner will comply with all present and future rules and guidelines applicable to N11 abbreviated dialing code service.

D. Rates, Services and Collection Practices to be Utilized by Petitioner. As more particularly described in Paragraph I above, Petitioner is a non-profit corporation committed to providing free information and referral services to the residents of Knox County and its contiguous counties, centralizing and facilitating the delivery of information and referral of

available social services. If assigned to Petitioner, people in need who utilize its abbreviated dialing code will not be charged for such use. Petitioner will pay all charges incurred in connection with the assignment of and utilization of an N11 abbreviated dialing code, save for any applicable charges incurred if access is made through a cellular phone.

E. The Extent and Duration of Petitioner's Service to the Local Community.

Petitioner is a start-up, non-profit company. Its purpose and mission is to serve as the central point of contact in our community for linking people in need with appropriate human service resources. Petitioner, its Board and its supporters are committed to providing a valuable service to the community which will further enhance the delivery of social services to people in need.

F. Anticipated Future Uses by the Community of the Proposed Service to be Offered by Petitioner. Petitioner anticipates (and hopes) that the national growth of information and referral services will support the designation by the Federal Communications Commission of 211 as the universal access number for community social services. The availability of a uniform telephone access number across the country would significantly reduce confusion and frustration, while enhancing the likelihood that people in need will be directed to those specific services most appropriate to their needs. Petitioner anticipates an ongoing and growing partnership with the social service providers in Knox County and its contiguous counties in a cooperative effort to enhance and improve the delivery of beneficial services to the community.

G. Type of Services to be Provided by Petitioner Through an Abbreviated Dialing Code, and its Relative Value to the Public and Local Community. With or without abbreviated dialing code, the demand for sophisticated and efficient information and referral is clearly documented. As previously noted, Knoxville's E911 number receives more than two hundred thousand (200,000) non-emergency calls per year. By utilizing a specifically designated

abbreviated dialing code for information and referral, there will be an increased visibility within the community concerning the availability of information and referral services delivered through an informed staff and a state-of-the-art telephone system.

WHEREFORE, based upon the foregoing, the Petitioner respectfully requests that the TRA allocate and assign to it the 211 abbreviated dialing code, or alternatively, any other available abbreviated dialing code for the Knoxville, Tennessee calling area.

Respectfully submitted this 7th day of October, 1999.

**KNOXVILLE INFORMATION AND
REFERRAL, INC.**

By: 

Charles M. Finn

P. O. Box 629

Knoxville, TN 37901-0629

(423)525-5134

Attorney for Petitioner

KRAMER, RAYSON, LEAKE, RODGERS & MORGAN, LLP
of Counsel

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EXHIBIT A



VICTOR ASHE
MAYOR
(423) 215-2040

**KNOXVILLE POLICE DEPARTMENT
THE CITY OF KNOXVILLE, TENNESSEE**



PHIL E. KEITH
CHIEF OF POLICE
(423) 521-1229
FAX (423) 971-1412

June 4, 1999

County Executive Tommy Schumpert
City/County Building
400 Main Street
Suite 615
Knoxville, TN 37902

Dear County Executive Schumpert:

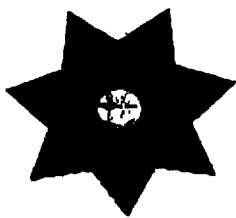
This letter is to endorse the grant application submitted by the Knoxville Information and Referral for a single, non emergency telephone number to offer assistance to individuals and agencies.

Referral management is an integral part of the operations of the Knoxville Police Department. We support the measures to improve the service delivery for the members of our community. An Information and Referral system will provide individuals in our community with a scope of the resources available from health care, social needs, government support, and public safety concerns.

We encourage you to support this worthy endeavor for our community.

Respectfully,

Phil E. Keith
Chief of Police

**KNOX COUNTY SHERIFF'S DEPARTMENT****TIM HUTCHISON**
Sheriff

June 8, 1999

Dr. Rob McDonald
Knoxville Information & Referral, Inc.
315 Gill Avenue
Knoxville, TN 37917

Dear Dr. McDonald:

I am pleased to provide this letter of support for the proposed Knoxville Information and Referral System. It is my understanding that the Information and Referral System plans to initiate "311" service in Knox County, providing a non-emergency alternative to 911 service.

I have seen a number of articles in law enforcement publications describing the effectiveness of "311" systems in various cities and counties throughout the United States. Baltimore, MD and Phoenix, AZ have both implemented successful "311" systems, and a number of southern cities such as Atlanta are also developing information and referral systems.

Knox County is blessed with a substantial number of social service agencies providing everything from suicide and crisis counseling, to aid for stranded travelers. Unfortunately, it is frequently very difficult for persons in need to gain access to these services. In some instances, they may call 911 for assistance. This can potentially overburden an already stressed 911 system, while at the same time the citizen is still unable to receive an appropriate referral to the social service agency that can actually assist them.

The "311" concept offers a cost-effective and sensible means to help persons in need receive the appropriate services from the appropriate agency. At the same time, it has the potential to alleviate some of the burden of non-emergency calls that tax the resources of the 911 center. I believe this to be a very worthy endeavor and we will gladly offer all appropriate support.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Hutchison".
Tim Hutchison
SHERIFF

EXHIBIT B

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE: ASSIGNMENT OF N11 DIALING CODES

PETITION OF NATIONAL TELEPHONE ENTERPRISES
FOR ALLOCATION OF AN N11 NUMBER

The Petitioner, National Telephone Enterprises (hereinafter "Applicant"), states and submits to the Tennessee Regulatory Authority ("TRA") as follows:

INTRODUCTION

1. The Applicant is a Pennsylvania corporation duly qualified and authorized to do business in the state of Tennessee.
2. All correspondence or communications pertaining to this application should be addressed to:

Charles H. Helein, Esquire
Helein & Associates, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(703) 714-1300

NATIONAL TELEPHONE ENTERPRISES

5. The Applicant, Applicant is a Pennsylvania Corporation engaged in the business of providing audiotext services. Audiotext services is defined as any service where the customer accesses information via the telephone keypad. Applicant is one of the largest providers of voice personal services in the United States, with operations in approximately thirty cities and

contracts with over 200 newspapers.

AUTHORITY SOUGHT

6. The Applicant, pursuant to the TRA's Order dated October 20, 1993, seeks allocation of the 211 abbreviated dialing code, if available, in all Tennessee cities where the service is offered under the Bell South Tariff A.39. Should 211 be unavailable in any or all of the cities in question, Applicant requests allocation of an alternative N11 code.

CRITERIA IN THE TRA'S ORDER

7. The TRA's Order of October 20, 1993, set forth seven (7) criteria for the selection of N11 applicants. Those criteria and the manner in which they are met by Applicant are as follows:

- a. Overall financial fitness, both historical and future - From its N11 and other information services operations in various locales, Applicant earned in excess of \$30 million in fiscal year 1998. Applicant will draw on substantial net revenues to roll out N11 service in the targeted Tennessee cities. Revenue projections indicate sufficient revenue to establish and maintain the operation N11 service in the state of Tennessee.
- b. Overall ability (technical and otherwise) and willingness to provide the service on a permanent and continuous basis - Applicant has operated N11 information services in other locales for over two years. Applicant's personnel have the technical expertise necessary to establish N11 service and to support ongoing operations. Applicant's staff is committed to the permanent and continuous provision of N11 service in the targeted Tennessee cities.
- c. Ability and willingness to comply with any applicable TPSC rules or policies - The Applicant is familiar with the guidelines established to date by the TRA with regard to N11 service. The Applicant concurs with all of these guidelines, particularly those

related to consumer protection, and the Applicant is fully committed to comply with all TRA requirements.

d. The rates, services and collection practices to be utilized by the service provider in providing N11 service - The Applicant necessarily will have to obtain the required N11 number from Bell South in accordance with the Bell South tariffs. Applicant will provide its own billing and collection services. The initial rates for the proposed services will be \$0.65 for the first minute and \$0.35 for each subsequent minute of each call. Applicant will provide its own billing service to end users. Subject to the TRA and Bell South requirements, the Applicant will implement and maintain a liberal policy with regard to the adjustment for calls made in error or calls made without the knowledge of the billed party. The Applicant agrees that its terms, conditions and rates for N11 service shall not exceed those set out in Bell South's (formerly "South Central Bell") proposed Tariff A39 on abbreviated dialing, which was attached to the TRA's Order of October 20, 1993.

e. The extended duration of the applicant's service to the local community, including the N11 allocation - Applicant intends to obtain N11 codes in various Tennessee cities, establish operations of the codes and offer information services to the respective communities-at-large. Applicant is committed to offering information services to the public in Tennessee continuously and for the foreseeable future. Having achieved a significant level of growth and success in offering N11 service in other locales, Applicant is committed to expanding its offerings in Tennessee and continuing to provide high quality telecommunications services to the public.

f. Anticipated future uses by the community of the proposed service; the provider's overall experience in providing information to the community - Through its N11

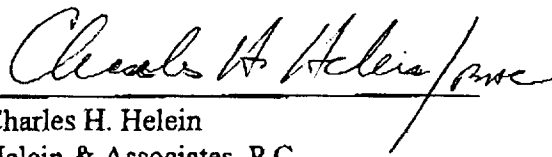
services, Applicant will provide the community with interactive voice personals, a service which has proven popular and desirable to the public in other locales where Applicant offers the service and has fueled Applicant's rapid growth thereby allowing to expand into the Tennessee market. National Telephone Enterprises has years of experience in providing information to the public in other state locales. This experience uniquely qualifies the applicant to provide information to the public through N11 service.

g. The type of information service to be provided over N11 and its relative value to the public and local community - Applicant offers interactive voice personals to the public thereby allowing callers to exchange information on a voluntary basis.

WHEREFORE, National Telephone Enterprises respectfully requests that the TRA allocate to it an N11 number for Nashville, Tennessee calling area.

Respectfully submitted,

National Telephone Enterprises

By: 
Charles H. Helein
Helein & Associates, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(703) 714-1300

Attorney for the Applicant

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

JUNE 22, 1999

IN RE:)	
PETITION OF NATIONAL TELEPHONE)	DOCKET NO. 98-00554
ENTERPRISES FOR ALLOCATION OF AN N11)	
NUMBER (ABBREVIATED DIALING CODE))	

ORDER GRANTING ALLOCATION OF N11 ABBREVIATED DIALING CODE

This matter came before the Tennessee Regulatory Authority ("Authority") upon the Application of National Telephone Enterprises ("NTE") for an allocation of an N11 abbreviated dialing code ("Application"). The Application was made pursuant to BellSouth Telecommunications, Inc. General Subscriber Services Tariff, A39.1.2A, which requires that all requests for N11 Service be submitted in writing to the Authority.

FACTORS AND CRITERIA

In 1993, the Tennessee Public Service Commission ("TPSC") set forth criteria in Docket No. 92-13892 for the purpose of review for allocation of N11 dialing codes. The TPSC's criteria included: (1) the overall financial fitness of the applicant; (2) the technical ability and willingness of the applicant to provide the service on a permanent and continuous basis; (3) the ability and willingness of the applicant to abide by applicable TPSC rules and policies; (4) the rates, services and collection practices to be utilized by the applicant; (5) the extent and duration of the applicant's service to the local community; (6) anticipated future uses by the community of the proposed service being offered by the applicant; and (7) the type of information services to be provided by the applicant over N11 and its relative value to the public and local community.

TEND

INTERVENORS

Public notice of the hearing in this matter was made by the Authority's Executive Secretary via Preliminary Agenda dated March 24, 1999, and Final Agenda dated April 1, 1999. No interested persons sought intervention prior to the hearing.

NTE'S HEARING

At the regularly scheduled Authority Conference held on April 6, 1999, NTE was represented by Brian A. Cute, Esq. of Helein & Associates, P.C., 8180 Greensboro Drive, Suite 700, McLean, VA 22102. In addition, Richard Cohen, President of NTE appeared to respond to questions by the Authority's Directors. The Directors asked a series of questions which addressed the nature of the services offered by NTE, the manner in which customers would access NTE's services, the rates being charged by NTE, and whether NTE's request for N11 allocation was an attempt to avoid certain requirements for 900 and 976 number services.

In answer to these questions, Mr. Cohen described NTE's services as voice personal dating services not unlike personal advertisements found in most newspapers and magazines throughout the country, where people look at the personal ad and respond to it, or place their own ad with the hope of meeting people in the community. The customer will dial "211" to be connected with NTE's voice automated system, and follow the subsequent directions to place or access a personal advertisement. Mr. Cohen stated that NTE had been approved for N11 allocation and was presently operating in Florida, Georgia, and Louisiana, states that are part of the territory of BellSouth Telecommunications, Inc. ("BST"). NTE desired to use N11 allocation due to its cost, Mr. Cohen explained, because in states where NTE utilizes 900 and 976 numbers, NTE charges 99 cents per minute as opposed to 35 cents per minute when utilizing N11.

When asked about consumer protection, Mr. Cohen responded that while consumers who use pay per call services are allowed 18 seconds to disconnect without cost, NTE would not charge for the first 59 seconds, so as to avoid consumer confusion or complaints. Mr. Cohen advised the Authority that a customer could call BST and have his or her line blocked from the service. In addition, by placing caps of \$75 per week and \$300 per month on a customer's account, NTE could block the service from any customer who may incur too many charges.

At the conclusion of the hearing, the Directors voted 2-1 to approve NTE's Application based upon the following findings of fact and conclusions of law:

APPLICANT'S QUALIFICATIONS

1. NTE was incorporated under the laws of the state of Pennsylvania in March of 1991 and received its Certificate of Authority to transact business in the State of Tennessee on October 6, 1998.

2. The address of NTE's principal place of business is 107 South 8th Street, Philadelphia, PA 19106. NTE's phone number is (215) 418-2700 and the fax number is (215) 627-9026. NTE's counsel of record is Brian A. Cote of Helein & Associates, P.C., 8180 Greensboro Drive, Suite 700, McLean, VA 22102.

3. The Application and supporting documentary information existing in the record demonstrate that NTE has experience in delivering audio text services in thirty (30) cities across the nation. NTE provides these services via 900 and 976 numbers in most cities and via an N11 number in the BellSouth region in Florida, Louisiana, and Georgia, and NTE was recently approved to offer N11 services in Alabama.

4. NTE employs sixty (60) individuals. NTE's President is Richard Cohen. Mr. Cohen has business experience in the financial service industry as a consultant to computer

systems engineers, with specialization in customizing cost efficient, user friendly software programs and developing informative customer service policies. Mr. Cohen is also the CEO of Prime Tel Communications, Inc. and is professionally affiliated with the Interactive Services Association, Telecommunications Resellers Association, and the Teleservices Industry Association. Jennifer Luna is Manager of NTE. Ms. Luna is responsible for the day to day operations of NTE and has experience in N11 operations. Ms. Luna has coordinated hardware installations at telecommunications facilities with computer systems engineers and local exchange carrier personnel in those states where NTE offers its services over N11 facilities. NTE contends that it has the technical ability to provide these services on a permanent and continuous basis.

5. NTE has demonstrated that it has the necessary capital and financial capability to provide the services it proposes to offer.

6. NTE has represented that it will adhere to all applicable policies, rules and orders of the Authority. NTE has also committed to abide by BST's Tariff A39, Abbreviated Dialing, and to utilize BST's Tariff A37, Billing and Collection Services. BST's Tariff A39.1.2A requires that all requests for N11 Service be submitted in writing to the Authority. The Authority has jurisdiction to allocate available N11 codes in the specified local basic calling areas. BST's Tariff provides that N11 numbers are subject to recall and reservation for national purposes by the North American Numbering Plan Administrator and rulings of the Federal Communications Commission ("FCC").¹ NTE has requested the three digit dialing code "211" in the BellSouth Telecommunications ("BST") Exchanges in Chattanooga, Knoxville, Memphis, and Nashville pursuant to BST's Tariff A39, Abbreviated Dialing. By letter dated October 8, 1998, BST advised the Authority that the N11 code "211" was available for assignment.

¹ For example, the N11 code of 411 is reserved for directory assistance and 911 is reserved for emergency calls.

NTE served copies of its Application on the local exchange carriers and competing local exchange carriers in Tennessee as of October 7, 1998. In its October 13, 1998, response to TRA data requests, NTE stated that no complaint has ever been lodged against NTE in any state or with the FCC. Further, NTE has committed to remit any charges to telephone bills incurred by minors and to block further use of NTE services from those telephone numbers receiving such credit.

PROPOSED SERVICE

NTE proposes to offer voice personal audio text services to customers who dial 211. Through this service NTE customers will be able to access personal information via a telephone key pad, place voice mail box personal ads, and respond to other voice personal ads or ads that appear in local newspapers. For these services, NTE proposes to charge a rate of \$.65 for the first minute and \$.35 per minute for each additional minute.

IT IS THEREFORE ORDERED:

1. That the application of National Telephone Enterprises, Inc. for allocation of the N11 dialing code "211" in the BellSouth exchanges of Chattanooga, Knoxville, Memphis and Nashville, subject to the requirements of BellSouth Telecommunications, Inc.'s Abbreviated Dialing Tariff A39, is granted;

2. That N11 numbers are subject to recall from general use on six months notice or by order of the Federal Communications Commission or any requirement established by the Administrator of the North American Numbering Plan (NANPA);²


² Interim Order of TPSC, p.3, Docket No. 92-13892 entered on October 20, 1993.

3. That any party aggrieved by the Authority's decision in this matter may file a Petition for Reconsideration with the Authority within ten (10) days from the date of this order; and

4. That any party aggrieved by the Authority's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from the date of this Order.



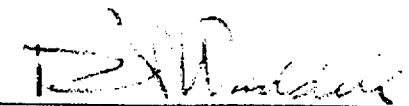
Melvin J. Malone, Chairman



H. Lynn Greer, Jr., Director

Sara Kyle, Director

ATTEST:



David Waddell, Executive Secretary

***Director Kyle voted against the approval of NTE's Application.

EXHIBIT C

Knoxville Helpline
Proforma Funds Flow Statement
Team Health Call Center Proposal

	Year 1		Year 2		
	Amount	Avoided Costs	Adjusted Amount	Adjustments	Amount
Sources of Revenue	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000
Salaries					
Executive Director	40,000	-	40,000	1,200	41,200
Resource Director	25,000	-	25,000	750	25,750
Administrative Assist. - PT	10,000	(10,000)	-	-	-
Others	57,000	(57,000)	-	-	-
Total Salaries	132,000	(67,000)	65,000	1,950	66,950
Employee Benefits					
Payroll Taxes	10,600	(5,400)	5,200	156	5,356
Health Insurance	26,400	(16,800)	9,600	768	10,368
Other	5,300	(2,700)	2,600	208	2,808
Total Employee Benefits	42,300	(24,900)	17,400	1,132	18,532
Call Center Contract					
Annual Administration	-	176,000	176,000	5,280	181,280
Annual Call Volume > 40,000	-	-	-	30,000	30,000
Total Call Center Expense	-	176,000	176,000	35,280	211,280
Telephone Service					
N11	50,784		50,784	1,524	52,308
Local Phone Service	4,500	-	4,500	135	4,635
Long Distance	600	-	600	18	618
PBX Annual Maintenance Fee	3,000	(3,000)	-	-	-
Total Telephone Service	58,884	(3,000)	55,884	1,677	57,561
Computer Systems					
Software Maintenance	10,200	(10,200)	-	-	-
PC/Printer Maintenance	300	-	300	9	309
	10,500	(10,200)	300	9	309
Marketing Expense	70,000		70,000	(65,000)	5,000
Conference and Travel	5,000		5,000	(2,000)	3,000
General & Administrative					
Insurance - General Liability	5,000		5,000	150	5,150
Legal Fees	2,000		2,000	60	2,060
Accounting Fees	3,000		3,000	90	3,090
Office Supplies	1,000		1,000	30	1,030
Office Rent	22,300	(14,050)	8,250	248	8,498
Office Equipment Lease	3,000		3,000	90	3,090
Other Miscellaneous	959		959	(500)	459
Total G&A	36,300	(14,050)	22,250	668	22,918
Total Operating Expense	355,943	56,850	412,793	(26,784)	386,009
Operating Sources and Uses of Funds	\$ (305,943)	\$ (56,850)	\$ (362,793)	\$ 26,784	\$ (336,009)
Capital Costs					
Information Systems	26,915	(14,790)	12,125	(12,125)	-
Office Equipment & Furniture	47,600	(41,200)	6,400	(6,400)	-
Total Capital Costs	74,515	(55,990)	18,525	(18,525)	-
Cash Flow	\$ (380,458)	\$ (860)	\$ (381,318)	\$ 45,309	\$ (336,009)
FTEs	5.5	(3.5)	2.0	-	2.0

Knoxville Helpline
Proforma Statement

	Year 1		Year 2		
	Amount	Avoided Costs	Adjusted Amount	Adjustments	Amount
Capital Costs					
Information System					
Server	\$ 10,000	\$ (10,000)	\$ -	\$ -	\$ -
Software	4,790	(4,790)	-	-	-
PCs	7,125		7,125	(7,125)	-
Printer(s)	5,000		5,000	(5,000)	-
Total Information Sytem	26,915	(14,790)	12,125	(12,125)	-
Office Furniture & Equipment					
Telephone System	30,000	(30,000)	-	-	-
Work Stations	16,500	(10,500)	6,000	(6,000)	-
Filing	1,100	(700)	400	(400)	-
Total Office Furniture & Equipment	47,600	(41,200)	6,400	(6,400)	-
Total Capital Expenditures	\$ 74,515	\$ (55,990)	\$ 18,525	\$ (18,525)	\$ -

EXHIBIT D

FOR DISCUSSION PURPOSES ONLY

DRAFT

THIS AGREEMENT, made effective as of _____, 1999, by and between Park Med, P.C., a Tennessee corporation ("Park Med"), operating in Knox County, Tennessee, and Knoxville Information and Referral, Inc., an Tennessee corporation, operating Knox County, Tennessee ("Client").

*** RECITALS ***

A. Park Med provides call center services to hospitals, physician groups, managed care organizations, insurance companies, business and industry.

B. Client has determined that the proper, orderly and efficient delivery of quality, non-emergency information and referral services ("I&R Services") for the community (the "Community") it serves can be accomplished best by entering into an agreement with Park Med for the provision of the I&R Services.

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants, and agreements contained in this Agreement, the parties agree as follows:

1. OBLIGATIONS OF PARK MED.

1.1 Park Med shall provide to the Community, through non-medical personnel ("Call Representatives") employed by or contracting with Park Med, I&R Services twelve (12) hours per day (from --- p.m. through --- a.m.), seven (7) days per week, fifty-two (52) weeks per year to all members of the Community requesting such I&R Services. Park Med shall have a minimum of three (3) full time equivalent ("FTE") personnel to perform the I & R Services. Upon Client's request on not less than thirty (30) days prior written notice, Park Med shall increase the number of hours per day that it provides the I&R Services; provided, however, that, upon such increase, the compensation set forth in Section 3 shall be increased accordingly. In the event Client requests that Park Med provide the I & R Services twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, Park Med shall have a minimum of four point six (4.6) FTE's to perform the I & R Services. Call Representatives shall take all inbound calls, make outbound calls as required and initiate follow-up with callers as deemed appropriate by Park Med.

1.2 Park Med shall ensure that Call Representatives undergo training which meets or exceeds United Way call handling training standards.

1.3 Park Med shall provide Centaurus software for use in providing the I&R Services and shall be responsible for entering and maintaining demographic information, other than as set forth below.

1.4 Park Med shall maintain professional liability insurance and other usual and customary insurance ordinarily carried by businesses in an amount(s) it deems necessary. Upon Client's request, Park Med shall provide documentation evidencing such coverage.

1.5 Park Med agrees to make available to Client complete standard reports as reasonably requested by Client. Park Med may make available to Client other reports as reasonably requested by Client for an additional charge.

1.6 Park Med will make available (i) utilities (other than telephone service); (ii) office space, furniture and equipment (other than computer equipment); and (iii) administrative support for use by the Director of the I & R Services and Client's resource person as reasonably necessary for the proper administration of the I&R Services.

2. OBLIGATIONS OF CLIENT.

2.1 Prior to commencement of this Agreement and during the term of this Agreement, Client shall be responsible for advising the Community about the I&R Services and the procedures for accessing such services, including, but not limited to, the development and implementation, including any postage expense, of advertising campaigns.

2.2 Client shall be responsible for all costs associated with obtaining and maintaining a designated telephone number to be used by the Community to access the I&R Services.

2.3 Client shall ensure that a consistent panel of volunteers is available to collect and enter into Park Med's computer system all demographic information on agencies participating in the I&R Services at the outset.

2.4 Client shall provide a person to act as Director of the I&R Services. Client shall also provide a resource person.

2.5 Client shall be responsible for providing its own (i) office telephone service, (ii) computer equipment, and (iii) office supplies. Client shall also be responsible for its own postage expenses.

3. COMPENSATION. Park Med agrees to accept from Client, as compensation for providing the I&R Services, an annual rate of One Hundred Seventy-five Thousand, Nine Hundred Ninety-two Dollars (\$175,992.00), payable in twelve (12) equal monthly installments of Fourteen Thousand, Six Hundred Sixty-six Dollars, for up to forty thousand (40,000) calls, including inbound, outbound and follow-up calls, annually. In the event Client requests that Park Med provide the I & R Services twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, Park Med agrees to accept from Client an annual rate of Two Hundred Twenty-nine Thousand, Nine Hundred Ninety-two Dollars (\$229,992.00), payable in twelve (12) equal monthly installments of Nineteen Thousand, One Hundred Sixty-six Dollars (\$19,166.00), for up to forty thousand (40,000) calls, including inbound, outbound and follow-up calls, annually. Park Med shall invoice Client within thirty (30) days after the end of each Agreement year for calls in excess of forty thousand (40,000) at a per call rate of Three Dollars (\$3.00) and for calls in excess of sixty thousand (60,000) at a per call rate of Two Dollars and Eighty Cents (\$2.80). Payment of such amounts shall be received by Park Med no later than the last business day of the month immediately following the period for which payment is being made. Interest at the rate of one and one-half percent (1.5%) per month will be charged on any amount not paid by the last business day of each month. All payments by Client hereunder shall be made to Park Med at such place as Park Med shall designate. In the event any payment is not received by Park Med within ten (10) days after its due date, Client will be deemed to have materially breached this Agreement and Park Med shall, notwithstanding any other provision contained herein to the contrary, have the right to cease providing the I&R Services upon reasonable notice to Client.

4. **TERM.** This Agreement shall initially be for a term of two (2) years commencing January 1, 2000. Thereafter, this Agreement shall automatically renew upon the same terms and conditions for successive one (1) year periods, unless (i) either party shall notify the other party in writing of its intent not to renew this Agreement not less than one hundred twenty (120) days prior to the expiration of the then current term or (ii) the Agreement is otherwise terminated as provided herein.

5. **TERMINATION.**

5.1 In the event either party is dissatisfied with services of the other party under this Agreement, the dissatisfied party will present a written statement specifying such dissatisfaction and allow thirty (30) days (the "Resolution Period") for resolution. If the matter of dissatisfaction is not resolved within the Resolution Period, the dissatisfied party may then terminate this Agreement by giving reasonable notice in writing to the other party within ten (10) days after the end of the Resolution Period.

5.2 In addition to a termination pursuant to Section 6.1, this Agreement may be terminated immediately upon the occurrence of the following:

- (a) If the parties mutually agree to termination in writing; or,
- (b) If either party gives one hundred twenty (120) days written notice to the other party of termination.

5.3 If this Agreement is terminated, Client shall be obligated to pay to Park Med only such sums of money that are due and payable, if any, up to the date of termination.

6. **ACCESS TO BOOKS AND RECORDS.** In the event it is held that Section 1861(v)(1)(1) of the Social Security Act is applicable to this Agreement, the parties agree that:

(a) Until the expiration of four (4) years after furnishing services pursuant to this Agreement, Park Med shall make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of Park Med that are necessary to verify the nature and extent of costs incurred by Client under this Agreement.

(b) If Park Med carries out any of the duties of this Agreement with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period through a subcontract with a related organization, such agreement must contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under the subcontract, the related organization shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract, any books, documents, and records of the related organization that are necessary to verify the nature and extent of costs incurred by Client under this subcontract.

(c) In the event said sections are found to be inapplicable to this Agreement, this article shall be deemed not to be a part of this Agreement and shall be null and void with respect thereto.

7. **NOTICES.** Any notices, requests, payments, demands or other correspondence permitted or required hereunder shall be made to the parties at the address shown below, with copies as indicated. Any notices permitted or required by this Agreement shall be in writing and deemed made on the day personally delivered or mailed by certified mail, or first class mail, postage prepaid, to the applicable party, or other designated person, at the address set forth below, or to such other persons and addresses as either party may designate for mailing by written notice to the other party:

If to Park Med:

Janie Blackmon, R.N.
Park Med, P.C.
1900 Winston Road, Suite 300
Knoxville, Tennessee 37919

If to Park Med:
(Payments Only)

Park Med, P.C.
Attention: Edna Rhea
1900 Winston Road, Suite 500
Knoxville, Tennessee 37919

If to Client:

Rob Donald
~~Rob Donald~~, M.D.
Knoxville Information and Referral, Inc.
Post Office Box 11006
Knoxville, Tennessee 37939

8. **RELATIONSHIP OF THE PARTIES.** The parties acknowledge that Park Med is an independent contractor for the furnishing of call center services to Client.

9. **ENFORCEMENT COSTS.** In the event either party takes legal action to enforce any of the rights, duties or terms hereunder, the non-prevailing party in such action agrees to pay to the prevailing party all costs of enforcement of this Agreement, including but not limited to, court costs and reasonable attorney fees.

10. **GOVERNING LAW.** The parties hereto agree that this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. All suits, actions or proceedings for the recovery of any breach of this Agreement shall be commenced within twelve (12) months of any alleged breach in the venue of Knox County, Tennessee.

11. **CONFIDENTIALITY.** The parties agree that they shall keep this Agreement and its provisions strictly confidential and shall not, during this Agreement or any time thereafter, disclose any information pertaining to any provision of this Agreement to any person or entity not a party to this Agreement except for tax, legal, or accounting advisors or as otherwise required by law.

12. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

13. **NO WAIVER.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision nor shall any such waiver constitute a continuing waiver.

14. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. Modification and/or amendments to this Agreement shall be made only by an agreement in writing, duly executed by both parties hereto.

15. **ASSIGNMENT.** Neither party shall assign this Agreement without prior written consent of the other.

16. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, representatives and beneficiaries of the parties hereto.

17. **NAME OR OWNERSHIP CHANGE.** This Agreement shall continue in full force and effect in the event of a change in the name or ownership of the parties hereto.

18. **HEADINGS.** The headings of the paragraphs and subparagraphs in this Agreement are included solely for convenience and shall not affect the construction or interpretation of any of its provisions.

19. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first written above.

KNOXVILLE INFORMATION AND REFERRAL, INC.

By: _____
Its: _____ Date _____

PARK MED, P.C.

By: _____
Its: _____ Date _____

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